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T.R.A. DOCKET ROOM

January 21, 2004

VIA-HAND DELIVERYHon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

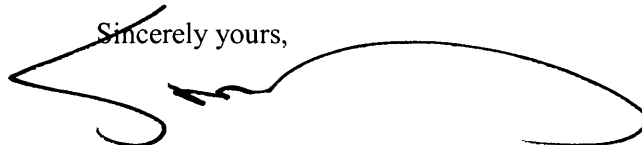
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Brooks Fiber Communications of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 04-00027

Dear Chairman Tate:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Brooks Fiber Communications of Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 17, 2002. The Amendment modifies Attachment 8 to require on time payment of amounts under billing dispute.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Vice President, National Contract & Carrier, Management, MCI WorldCom, Inc.
Vice President & Chief Network Counsel, WorldCom, Inc.
Senior Manager, Carrier Agreements, MCI WorldCom, Inc.
Commercial Counsel, MCI WorldCom, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Brooks Fiber Communications of Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND BROOKS FIBER COMMUNICATIONS OF TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Brooks Fiber Communications of Tennessee, Inc. ("Brooks Fiber") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 17, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Brooks Fiber and BellSouth state the following:

1. Brooks Fiber and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Brooks Fiber. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.

2. The parties have recently negotiated an Amendment to the Agreement which modifies Attachment 8 to require on time payment of amounts under billing dispute. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Brooks Fiber and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Brooks Fiber within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Brooks Fiber and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Brooks Fiber and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 20th day of Jan, 2004.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

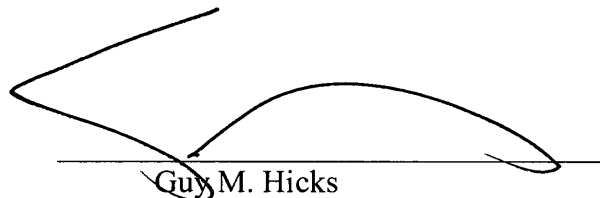
I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 29th day of Jan., 2004:

MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022
Attn: Vice President, National Contract & Carrier Management

Vice President & Chief Network Counsel
WorldCom, Inc.
1133 19th Street
Washington, D.C. 20036

Senior Manager
Carrier Agreements
MCI WorldCom, Inc.
205 Northpoint Parkway
Alpharetta, GA 30022

Commercial Counsel
MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022



Guy M. Hicks

**Amendment to the Agreement
Between
Brooks Fiber Communications of Tennessee, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 17, 2002**

Pursuant to this Amendment, (the "Amendment"), Brooks Fiber Communications of Tennessee, Inc. (Brooks Fiber), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties for the State of Tennessee dated June 17, 2002 ("Agreement").

WHEREAS, BellSouth and Brooks Fiber entered into the Agreement on June 17, 2002, and;

WHEREAS, BellSouth and Brooks Fiber desire to amend the Agreement in order to modify provisions pursuant to the August 5, 2003 United States Bankruptcy Court Order approving the settlement and compromise of certain matters ("Settlement Agreement") with BellSouth Telecommunications, Inc. and WorldCom, Inc.;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree Section 4.2.12 of Attachment 8 shall be deleted in its entirety and replaced with the following:

4.2.12 The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim. The disputing Party will make full payment including any disputed amounts to the billing Party within thirty (30) calendar days after the Bill Date.

2. The Parties agree Sections 4.2.12.3.1 and 4.2.12.3.2 of Attachment 8 shall be deleted in their entirety and replaced with the following:

4.2.12.3.1 Left Blank Intentionally

4.2.12.3.2 Left Blank Intentionally

3. The Parties agree Section 4.2.18.1 of Attachment 8 shall be deleted in its entirety and replaced with the following:

4.2.18.1

Under no circumstances shall the billed Party withhold any payment at any time during the processing of a billing dispute. If payment of account is not received by the Bill Date in the month after the original Bill Date, the billing Party may provide written notice to the billed Party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth (15th) calendar day following the date of the notice. In addition the billing Party may, at the same time, give thirty (30) calendar days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice. Notwithstanding any other provision of this Agreement, the billing Party may deny, disconnect, discontinue, or refuse applications for those services for which the billed Party has not made payment. If the Parties are still unable to resolve the dispute, then the Parties may pursue all dispute resolution measures available under this Agreement.

4. All other provisions in the Agreement dated June 17, 2002 shall remain unchanged and in full force and effect.
5. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Act. However, by filing this amendment incorporating said rates, neither Party waives its right to file opposition to the approval of this Amendment under Section 252(e)(2) nor does either Party waive its rights to seek judicial review of the rates contained herein.
6. The provisions of Paragraph 3 of this Amendment shall be effective as November 18, 2003, and shall continue for a period of two years from the Settlement Effective Date, as that term is defined in the Settlement Agreement. To the extent necessary to give effect to the two-year term, the provisions of Paragraph 3 of this Amendment shall survive the expiration of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Pat C. Fink

Name: PAT C. FINK

Title: DIRECTOR

Date: 12/17/03

**Brooks Fiber Communications of
Tennessee, Inc.**

By: Marcel Henry

Name: Marcel Henry

Title: VP

Date: 12/15/03